

CLAUSE I-62 – INSPECTION OF CONSTRUCTION (August 2002)

- (a) Definition. "Work" includes, but is not limited to, materials, Workmanship, and manufacture and fabrication of components.
- (b) The Subcontractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under this subcontract conforms to subcontract requirements. The Subcontractor shall maintain complete inspection records and make them available to SURA. All work shall be conducted under the general direction of SURA and is subject to SURA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the subcontract.
- (c) SURA inspections and tests are for the sole benefit of SURA and do not –
  - (1) Relieve the Subcontractor of responsibility for providing adequate quality control measures;
  - (2) Relieve the Subcontractor of responsibility for damage to or loss of the material before acceptance;
  - (3) Constitute or imply acceptance; or
  - (4) Affect the continuing rights of SURA after acceptance of the completed work under paragraph (i) below.
- (d) The presence or absence of a SURA inspector does not relieve the Subcontractor from any subcontract requirement, nor is the inspector authorized to change any term or condition of the specification without SURA's written authorization.
- (e) The Subcontractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by SURA. SURA may charge to the Subcontractor any additional cost of inspection or test when work is not ready at the time specified by the Subcontractor for inspection or test, or when prior rejection makes reinspection or retest necessary. SURA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the subcontract.
- (f) The Subcontractor shall, without charge, replace or correct work found by SURA not to conform to subcontract requirements, unless in the public interest SURA consents to accept the work with an appropriate adjustment in contract price. The Subcontractor shall promptly segregate and remove rejected material from the premises.
- (g) If the Subcontractor does not promptly replace or correct rejected work, SURA may (1) by subcontract or otherwise, replace or correct the work and charge the cost to the Subcontractor or (2) terminate for default the Subcontractor's right to proceed.
- (h) If, before acceptance of the entire work, SURA decides to examine already completed work by removing it or tearing it out, the Subcontractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Subcontractor or its lower-tier subcontractors, the Subcontractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet subcontract requirements, SURA shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (i) Unless otherwise specified in the subcontract, SURA shall accept, as promptly as practicable after completion and inspection, all work required by the subcontract or that portion of the work SURA determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's and/or SURA's.